

REMARKS

Claims 10-24 were submitted in this application. Claim 24 has been rejected under 35 U.S.C. 101, 112, 2nd paragraph, and 102. This claim has been cancelled.

5 Claims 10-23 have been rejected under 35 U.S.C. 102(e) as anticipated by Stadelmann US patent 6,415,156. Applicants respectfully traverse this rejection.

Claim 10 differs from Stadelmann in several respects and does not disclose each limitation of claim 10.

10 More specifically, claim 10, at line 5, states that the “payment gateway is located by an IP address.” Contrary to the Examiner’s statement that the reference discloses this element, Stadelmann teaches an SMS address. A Short Message System (SMS) address is not an Internet Protocol (IP) address.

15 At line 8, claim 10 requires “establishing a minipayment account in said payment system.” Stadelmann employs a regular customer account rather than a special minipayment account.

20 Commencing at line 9 of claim 10, the method calls for “transmitting from said server, as a provider message, transaction data including provider identification information, payment options supported by the provider, and the IP address of the payment gateway, to the customer’s mobile wireless Internet terminal and also to said payment gateway.” Stadelmann provides no such transmission of transaction data to the customer’s wireless Internet terminal “and also to said payment gateway.” There is nothing in the cited passage (col. 1, lines 55-65) that meets this limitation.

25 Claim 10, at line 13, requires “adding the customer’s temporary IP address as customer identification.” Stadelmann teaches *using* data on the SIM card. *Adding* a temporary IP address is not what a SIM card does within the teaching of Stadelmann. Applicants could find nothing in Stadelmann that suggest that the SIM card so functions.

30 Claim 10, at line 17, calls for “synchronizing said provider and customer messages in the payment gateway.” These messages, “provider message” from line 9, and “customer message” from line 15, were sent to the payment gateway, so the “synchronizing” occurs in the “payment gateway,” and this has been expressly added in

claim 10. There is nothing in the paragraph identified by the Examiner in Stadelmann (col. 3, lines 12-20) that meets this limitation.

5 Claim 10, at line 18, the method calls for “comparing said provider and customer messages to determine whether they match.” The Examiner cites col. 3, lines 20-25, for subject matter that meets this limitation. Applicants respectfully disagree. In Stadelmann the statement is: “If he agrees with the price and the conditions, the customer *can* confirm the order” (emphasis added). This is far from a positive requirement of “*comparing* said provider and customer messages *to determine* whether they match” (emphasis added). The reference includes a personal decision (“*if* he agrees”) and is conditional (“the customer *can* confirm”). This passage simply does not meet this claim limitation.

10 Claim 10, lines 19 and 20 calls for “determining and checking the customer’s Mobile Subscriber Integrated Services Digital Network (MSISDN) number and customer information on the basis of the customer’s IP address.” It is not seen how the different process and apparatus spelled out in the cited passage (col. 2, lines 2-25) of Stadelmann meets this requirement of claim 10. As stated previously, in Stadelmann, the customer is identified by the SIM (col. 2, lines 6-9), while in Applicants’ invention, the customer is identified by his MSISDN (page 2, paragraph [0005] of the specification). These simply are not the same processes.

20 Claim 10, lines 21 and 22, call for “performing a deduction from the minipaymnt account online if said provider and customer messages match.” As stated above, Stadelmann does not have a minipaymnt account but that system employs a *regular* customer account. Further, the failure of Stadelmann to have the same matching step has already been discussed above.

25 The Examiner’s objection to the specification is perplexing. Included with the originally filed Preliminary Amendment by which the examined claims were submitted is a substitute specification which has all the normal headings. Therefore, Applicants choose not to submit again the same document they have already filed.

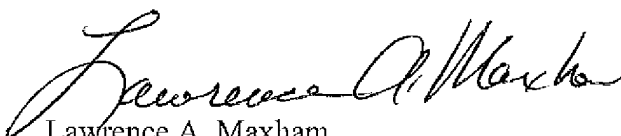
30 The three references cited but not applied by the Examiner in rejecting any of the claims have been carefully reviewed. None of them is sufficiently relevant to require specific comments. They add nothing to Stadelmann, the only applied reference, which would supply the missing limitations.

CONCLUSION

The failures of Stadelmann to disclose all of the limitations of claim 10 have been enumerated in abundance. Not only does claim 10 defined patentable invention over Stadelmann, claims 11-23 depend therefrom and, by being dependant from claim 10, are
5 also believed to be allowable at least for the same reasons.

Reconsideration and early allowance are requested. Should any issues remain unresolved, Examiner Ali is invited to telephone the undersigned attorney.

Respectfully submitted,
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